

TOWN OF NORTH PROVIDENCE

AND

LOCAL 2334,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2015 - JUNE 30, 2018

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AGREEMENT

Pursuant to the provisions of the Fire Fighters' Arbitration Act, R.I.G.L. § 28-9.1-1 *et seq.*, this Collective Bargaining Agreement ("Agreement" or "contract") is made and entered into by and between the TOWN OF NORTH PROVIDENCE and LOCAL 2334, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO.

PREAMBLE

This contract, by and between the Town of North Providence ("Town") and Local 2334, International Association of Firefighters, AFL-CIO ("Union") is designed to maintain and to promote a mutually beneficial and harmonious working relationship between the Town and the employees of the North Providence Fire Department ("department") who are within the provisions of this contract in order that more efficient and progressive public service may be rendered to the citizens of the Town.

All references in the Agreement to an "employee" or "employees" are intended to include persons of both genders and wherever a male pronoun is used, it shall be construed to include male and female employees.

ARTICLE 1

Section 1. Recognition

- A. The Town recognizes the Union as the exclusive bargaining agent for all employees of the department, excepting the Fire Chief,¹ Assistant Chief, all Fire Alarm Dispatchers, and all other excluded employees listed in Rhode Island State Labor Relations Board certification, Case No. EE-3033, for the purpose of

¹ References herein to "Fire Chief" are to the position of Fire Chief appointed under the Town charter by the director of public safety.

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collective bargaining and entering into agreements relative to wages, salaries, hours and working conditions.

With respect to the position of Mechanic, the following special conditions shall apply: William Vota, the person who currently holds the position of Mechanic, shall remain in the Union in his position as Mechanic and shall receive all of the rights, benefits, and burdens associated with that membership until he dies, retires, or is otherwise separated from his position as Mechanic in accordance with the terms of this Agreement. However, after Mr. Vota dies, retires, or is otherwise separated from his position as Mechanic in accordance with the terms of this Agreement, the position of Mechanic shall be excluded from the bargaining unit and the person, if any, who holds that position, if any, shall not be a bargaining unit member. At that time, and to effectuate the exclusion of the position of Mechanic from the bargaining unit, the parties will prepare, sign, and file with the Rhode Island State Labor Relations Board a "Consent Agreement and Affidavit in lieu of a Petition for Unit Clarification and/or Exclusion," or other appropriate documents, in accordance with the rules and regulations of the Rhode Island State Labor Relations Board.

- B. The rights of the Town and the employees of the department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

The Town and the Union mutually agree that they will continue their policies of nondiscrimination on the basis of any individual's race, color, national

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origin, religious affiliation, sex, sexual orientation or age; nor will they discriminate against any employee on any other basis prohibited by state or federal law. The Town and the Union mutually agree that there will be no discrimination against any employee because he is not a member of the Union or because he engages or does not engage in any activities protected by the Rhode Island State Labor Relations Act.

Section 2. Union Security

- A. Any member of the department who is a member of the Union as of the effective date of this Agreement, and any member of the department who becomes a member of the Union during the term of this Agreement, shall remain a member of the Union for the duration of this Agreement.
- B. Any new employee hired during the life of this Agreement shall not be required to become a member of the Union but shall be required to pay to the Union an amount of money equal to that paid by members of the Union, which amount shall be limited to a sum equal to a member's usual and regular dues, initiation fees and general uniform assessments.
- C. The Town shall deduct Union dues and assessments or agency fees upon receipt by the Town of a signed, voluntary authorization form by the employee. Deductions shall be made from the payroll period mutually agreed to by the Town and the Union. Dues deducted shall be forwarded to the Treasurer of the Union, together with a list of employees from whom deductions are made, within fifteen (15) days of the date of deduction. The Union shall indemnify the Town and hold

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its officials harmless against any and all claims, legal proceedings, orders and judgments, including costs and reasonable legal fees as a result of the Town's compliance with this section.

- D. All employees who are officers of the Union or who are appointed as members of its collective bargaining negotiating team shall be allowed time off for official Union business in negotiations or conferences with the Mayor of the Town with pay, and without requirement to make up said time; except that this provision for time off with pay shall not apply to more than three (3) members at one time.
- E. The Union President, Vice-President, Secretary, Treasurer, and one (1) Executive Board Member, who are on duty, shall be granted time off with pay to attend (a) all scheduled Local Union meetings, and (b) as delegates not to exceed four (4) in number: Rhode Island State Association of Fire Fighters Conventions (not to exceed two (2) days), I.A.F.F. National Conventions (not to exceed five (5) days), and State AFL-CIO Conventions (not to exceed two (2) days). The Fire Chief may deny such time off in case of emergency.
- F. The Union President shall be allowed time off for official Union business and negotiations or conferences with the Mayor and/or Fire Chief with pay and without being required to make up the time, and for all Union business generally.

ARTICLE 2

Section 1. Management Rights

- A. The Town retains all rights and responsibilities granted by law to manage, control and direct the department, except as specifically abridged herein by the provisions

of this Agreement.

- B. The Town shall retain the right to issue rules, regulations and/or general orders covering the internal conduct and general personnel procedures of the department. However, to be effective, the Fire Chief must have first given the Union President, Vice President, and/or Treasurer at least forty-eight (48) hours' advance notice, exclusive of Saturdays and Sundays, of the promulgation of a rule, regulation and/or general order. Moreover, during the forty-eight (48) hour advance notice period, Union officials will be permitted to meet with the Mayor and/or the Fire Chief, who will make themselves available during such forty-eight (48) hour advance notice period, to discuss the changes that would result from implementation of the rule, regulation or general order for which notice is given. If agreement cannot be reached between the Union officials and the department officials, then the dispute will be subject to the grievance procedure up to, but excluding, the arbitration step, except in the event of a violation of the forty-eight (48) hour advance notice requirement or in the event that the proposed rule, regulation or general order violates a specific provision of this Agreement, in either of which events a resort to arbitration shall be permitted.
- C. Rules and Regulations. The Union shall be permitted to make suggestions regarding departmental rules and regulations and/or health and safety. Said suggestions shall be submitted in writing to the Fire Chief and a copy thereof transmitted to the Mayor. Such suggestions for rules and regulations and/or health and safety will be given due consideration and adopted if deemed advisable by the

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Fire Chief and the Mayor.

ARTICLE 3

Section 1. Seniority

A. Seniority of employees shall be computed in each rank from the date of original promotion to that rank. In the event that more than one employee presently on the payroll, or who shall go on subsequently, was hired or promoted on the same day, then seniority will be determined by the rank in which they finished in the schooling or the testing for the different positions. "Department seniority" is defined as an employee's total length of service in the department from his date of hire. "Rank seniority" is defined as an employee's total length of service in a rank from his date of promotion to that rank. The seniority list shall be submitted to the Union and updated as required.

B. All present positions of the department shall be bid for by qualified employees except for the positions of Fire Marshal, Assistant Fire Marshal, Chief of Training and Safety, Chief of Emergency Medical Services, Mechanic,² and Manpower.

The Fire Marshal position shall be filled by a promoted Fire Officer selected at the Fire Chief's discretion with consideration to rank seniority. The member filling this position shall be compensated at a rate one (1) rank above his sworn rank. However, the maximum allowable compensation rate shall be the Battalion Chief's rate.

The Assistant Fire Marshal position shall be filled by a Fire Fighter or a

² In accordance with Article 1, § 1(A), the position of Mechanic will not be a bargaining-unit position after its current holder, William Vota, no longer holds that position.

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promoted Fire Officer selected at the Fire Chief's discretion with consideration to department seniority. The member filling this position shall be compensated at a rate one (1) rank above his sworn rank. However, the maximum allowable compensation rate shall be the Battalion Chief's rate.

The Chief of Safety and Training position shall be filled by a promoted Fire Battalion Chief selected at the Fire Chief's discretion with consideration to rank seniority.

The Chief of Emergency Medical Services position shall be filled by a Rescue Battalion Chief.

The positions of Manpower pool shall be filled with firefighters or officers who possess the least amount of seniority and will be assigned to the respective platoons equally by the Fire Chief allowing those employees to select the available Manpower platoon positions by seniority. The positions of Manpower pool will only be available for selection once all present bid positions (other than Manpower positions) are filled.

Each employee remains in his respective group, piece of apparatus, or division until such time as a vacancy occurs of equal rank, in which case a notice shall be posted notifying all concerned parties of the date, time and place of the upcoming bid.

When an employee is awarded an assignment due to the bid, his previous position immediately becomes open and available for bid. These positions will be filled by the same system during the same bidding session. However, if the

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member's previous position was Manpower pool, it will only be available for selection if all other present bid positions are filled.

In addition to the vacancy bid, an annual bid shall be held during the first week of December each year for voluntary bidding. These transfers would go into effect January 15.

When an employee is awarded an assignment due to the annual bid, he shall assume the work schedule for the new position without additional compensation or time off.

Within forty-eight (48) hours after a bidding session is complete, the Union shall give a written list of the necessary transfers to the Fire Chief, who shall in turn implement the transfers within fifteen (15) days.

Once all the bidding in any case is completed and the transfers have been made, the officer in charge of each truck shall rotate the fire fighter assigned to that piece to the different positions on that piece of apparatus, etc.

The assignment of Probationary Fire Fighters shall be left to the Fire Chief's discretion until such time as they become Fire Fighter 2nd Class. When an employee becomes Fire Fighter 2nd Class any available position he held would go up for bid.

Notwithstanding the provisions herein establishing a bid system under which employees may bid for positions, the Fire Chief shall have the discretion to transfer or assign an employee to a Manpower pool assignment where there is an overriding reason or justification for the transfer or assignment. In any case where

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such transfer or assignment is challenged by an employee or the Union through the grievance and arbitration procedures, the burden of proof shall be on the Town to demonstrate an overriding reason or justification. The transfer or reassignment shall not be disturbed unless the Town's decision was arbitrary or capricious. Said transfer or reassignment shall be no longer than thirty (30) consecutive days to one member during one calendar year, unless the Town and Union agree otherwise.

ARTICLE 4

Section 1. Vacancies – Privates' Ranks

- A. All vacancies on the department shall be filled within sixty (60) days.
- B. Vacancies shall be filled by persons who shall begin at the rank of Probationary Fire Fighter.

Section 2. Temporary Service Out of Rank

- A. In the event that a Battalion Chief is absent and Manpower is available, the next senior Fire Officer by rank on that shift shall be detailed to that Battalion Chief's position.
- B. In the event that an Officer is absent and Manpower is available, the next senior qualified fire fighter assigned to that company shall be detailed to that Officer's position. The vacancy shall be filled in accordance with applicable paragraphs of E, F, or G of this section.
- C. Manpower shall be detailed on a day-to-day basis, filling Fire Fighter vacancies first, and Officer vacancies second.

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- D. In the event it becomes necessary to call back an employee to fill a vacancy, it shall be done on a Battalion Chief for Battalion Chief, Officer for Officer, and Fire Fighter for Fire Fighter basis, utilizing a rotating system. Any procedures or updates to the rotating system shall be mutually agreed upon by the Town and the Union.
- E. Firefighters who are detailed and/or called back to serve out of rank as an officer, shall be paid Lieutenant's pay. Lieutenants or Captains who are detailed and/or called back to serve out of rank as a Battalion Chief shall be paid Battalion Chief's pay.
- F. For day-to-day vacancies occurring for the rank of Captain, the senior Lieutenant bid to the platoon in the division where the vacancy has occurred shall receive Captain's pay for the shift while remaining in his bid position. The Firefighter who is detailed and/or called back for the Captain's position vacancy shall receive Lieutenant's pay for the shift.
- G. For scheduled Captains' vacancies that are four (4) days or longer, the senior Lieutenant bid to the truck shall receive Captain's pay for the duration of the vacancy while remaining in his bid position. The firefighter detailed and/or called back to fill the scheduled Captain's vacancy shall receive lieutenant's pay for each shift worked.
- H. In any case where an employee serving out-of-rank contracts an illness or suffers an injury in the line of duty, he shall be entitled to all of the benefits provided for by R.I.G.L. § 45-19-1, including the pay at the rate he was receiving while

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serving out-of-rank. In the event any employee so disabled is subsequently placed on a disability pension, his pension shall be based on the pay of the rank that he was replacing.

Section 3. Progression in Ranks: Eligibility for Promotion, Promotion and Testing Procedures

- A. Progression in Ranks. Upon hiring, an employee shall hold the rank of Probationary Fire Fighter. A Probationary Fire Fighter shall serve a twelve (12) month probationary period, during which time he shall serve at the discretion of the Fire Chief and can be terminated at any time for failure to properly perform the essential functions of a firefighter or for violations of the department's Code of Conduct. After successful completion of the probationary period a Probationary Firefighter shall be elevated to the rank of Fire Fighter 2nd Class. A Fire Fighter 2nd Class shall serve in that rank for twelve (12) months, after which he shall be elevated to the rank of Fire Fighter 1st Class. Elevation to the ranks of Fire Fighter 2nd Class and Fire Fighter 1st Class shall not require a promotional examination.

All promotions to the ranks of Fire Lieutenant, Rescue Lieutenant, Fire Captain, Rescue Captain, Fire Battalion Chief, Rescue Battalion Chief and Assistant Chief shall come from within the ranks of the department. The Town may select a Fire Chief from within the ranks of the department, but shall not be required to do so.

- B. Eligibility. To be eligible for testing and promotion to the ranks of Fire Lieutenant, Fire Captain, or Fire Battalion Chief, an employee must have

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completed the following years of service in lower rank:

<u>Promotional Rank Sought</u>	<u>Service Eligibility Required</u>
Fire Lieutenant	Four (4) years of service.
Fire Captain	One (1) year of service as a Fire Lieutenant and currently serving as a Fire Lieutenant.
Fire Battalion Chief	One (1) year of service as a Fire Captain and currently serving as a Fire Captain.
Assistant Chief	One (1) year of service as a Battalion Chief and currently serving as a Battalion Chief.

To be eligible for testing and promotion to the rank of Rescue Lieutenant, Rescue Captain, and Rescue Battalion Chief an employee must have completed the following years of service in lower rank:

<u>Promotional Rank Sought</u>	<u>Service Eligibility Required</u>
Rescue Lieutenant	Four (4) years of service and EMT-C certified.
Rescue Captain	One (1) year of service as a Rescue Lieutenant and currently serving as a Rescue Lieutenant and EMT-C certified.
Rescue Battalion Chief	One (1) year of service as a Rescue Captain and currently serving as a Rescue Captain and EMT-C certified.

If a Rescue Officer transfers to the Fire Suppression Division, he shall hold the rank of Fire Fighter 1st Class.

Neither Daniel Usena, Jay Petrillo, Richard Renzi, nor Michael

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Sangermano shall be disqualified from promotion to Rescue Captain solely because, at the time of any such promotion, he is not then-currently serving as a Rescue Lieutenant. However, any further promotion must satisfy all applicable promotional requirements. Moreover, each is strongly encouraged to transfer to service as a Rescue Lieutenant prior to any promotion to Rescue Captain.

- C. Promotional and Testing Procedures. Promotion to the ranks of Fire Lieutenant, Rescue Lieutenant, Fire Captain, Rescue Captain, Fire Battalion Chief and Rescue Battalion Chief shall be made from the top candidates on the appropriate active promotional list. All promotional lists shall remain active for a period not longer than two (2) years. The Town shall endeavor to maintain active promotional lists for all ranks at all times.

The Union acknowledges and agrees that the position of Assistant Chief need not be filled and that if the Fire Chief decides to fill the position of Assistant Chief, then the Fire Chief shall appoint the Assistant Chief in his sole discretion from among those members currently serving as a Fire Battalion Chief and otherwise in accordance with Articles 3 & 4 of this Agreement. In making said discretionary appointment, the Fire Chief shall give due consideration to the rank seniority of those members holding the rank of Battalion Chief, provided however, that seniority shall not be a controlling determinant or criterion.

At least ninety (90) days prior to any promotional examination, the Fire Chief shall post a notice containing all necessary information relevant to the rank being tested for, including specific editions of the current testing materials, dates,

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times and service eligibility requirement. References to examination study materials are to the edition that is in existence as of the giving of the notice for the applicable promotional exam.

Written examinations shall be given to determine which candidates shall qualify for promotions. Examinations shall be based on one hundred (100) points. Examinations shall contain one hundred (100) multiple choice questions and contain no less than twenty percent (20%) of the questions from each publication listed for the promotional rank sought, totaling one hundred percent (100%). All candidates that achieve seventy (70) points or more shall be placed on the appropriate promotional list by department seniority.

At the expiration of the two (2) year period (at which time a list is no longer active), candidates who were not promoted shall carry over their examination score to be included in a successor promotional list.

All written examinations shall be prepared by a qualified outside testing agency selected by the Town and agreed to by the Union. Examinations for each rank shall be ordered specifically for that rank. Use of the same examination more than once shall be prohibited.

The Town and the Union shall correct the candidates' examination at the testing site upon completion of the examination.

D. Fire Suppression Division Examination Materials

The examination materials for the Fire Suppression Division shall be:

The examination materials for the ranks of Fire Battalion Chief and Fire Captain shall be:

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IFSTA COMPANY OFFICER (Current Edition)
DEPARTMENT OPERATIONS MANUAL (Current Edition)
FIRE OFFICER'S HANDBOOK OF TACTICS (Current Edition)

The examination materials for the rank of Fire Lieutenant shall be:

IFSTA ESSENTIALS (Current Edition)
IFSTA COMPANY OFFICER (Current Edition)
DEPARTMENT OPERATIONS MANUAL (Current Edition)
FIRE OFFICER'S HANDBOOK OF TACTICS (Current Edition)

E. Rescue Division Examination Materials

The examination materials for the Rescue Division shall be:

The examination materials for the ranks of Rescue Lieutenant, Rescue Captain,
and Rescue Battalion Chief shall be:

R.I. PROTOCOLS HANDBOOK (Current Edition)
EMT-C Current Course Text in R.I. (excluding paramedic
questions)
IFSTA COMPANY OFFICER
DEPARTMENT OPERATIONS MANUAL (Current Edition)

Section 4. Permanent Officer Vacancies

All permanent vacancies in the officers' ranks shall be filled by the Town within sixty
(60) days from the appropriate promotional list which is active for the vacated rank.

ARTICLE 5

Section 1. Duties

- A. The duties of the employees of the department shall consist of the prevention,
control and extinguishing of fires, together with the necessary auxiliary
administrative and service functions presently conducted by the department. Non
fire-fighting duties shall be performed only with the consent of the Union
President, Vice President, or member of the Executive Board. Daily station work

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of companies, such as cleaning of apparatus, equipment, maintenance of grass and lawns of the stations, and company quarters, shall be carried out according to the department's Rules and Regulations.

ARTICLE 6

Section 1. Hours

The regular work schedule for members of the fire-fighting units and rescue units shall be an average workweek of forty-two (42) hours; the work schedule to consist of a four (4) platoons working two (2) consecutive days of ten (10) hours each, followed by two (2) consecutive nights of fourteen (14) hours, followed by four (4) days off. The regular workweek for members of other divisions of the department shall be forty (40) hours per week, to be worked from 8:00 a.m. to 4:00 p.m. Monday through Friday. However, a schedule of four (4), ten (10) hour days shall be permitted for administrative positions provided it is mutually agreed upon by the Fire Chief and the Union President based upon current department conditions.

In the event that the overtime provisions of the Fair Labor Standards Act are made to apply to fire fighters, the Town or the Union may request that this Agreement be reopened for the sole purpose of renegotiating the work schedule provided for herein, upon written notice of thirty (30) days being given to the other party, and the said negotiating shall be subject to the Fire Fighters' Arbitration Act.

Section 2. Substitutions

- A. Employees shall be permitted to substitute with members of equal rank within the department. These substitutions shall be on a Battalion Chief for Battalion Chief, Fire Officer for Fire Officer, Rescue Officer for Rescue Officer, and Firefighter

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for Firefighter basis. No substitutions shall be permitted when departmental emergency conditions exist. All requests for substitutions shall be e-mailed to and approved by the Battalion Chief. No substitution shall be arbitrarily denied without just cause.

Section 3. Overtime

- A. All hours worked in excess of the scheduled workday or in excess of the scheduled workweek shall be compensated at an overtime rate of pay hereinafter set forth.
- B. The hourly rate of overtime pay shall equal one and one-half (1½) of the employee's rate, based upon his salary divided by the number of hours of his normal workweek.

Overtime will be paid in the pay period following the period in which the overtime was worked, but in no event later than thirty (30) days. In order for an employee to be entitled to overtime pay for a given hour, said employee must have worked fifteen (15) minutes or more of that hour. In the event that overtime worked is less than fifteen (15) minutes for a given hour, then there shall be no overtime compensation for that hour. An employee shall receive one (1) hour of overtime for each hour in excess of their scheduled workday or workweek that they work at least fifteen (15) minutes of. For example, if an employee works for two (2) hours and seven (7) minutes longer than their scheduled workday or workweek, then that employee would receive two (2) hours of overtime but if they worked two (2) hours and fifteen (15) minutes longer than their scheduled

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workday or workweek then that employee would receive three (3) hours of overtime.

- C. Employees who are called back by the Fire Chief shall be compensated for at least four (4) hours at the overtime rate as set forth herein.

Section 4. Parades and Other Details

No employee shall be compelled to parade or attend any function, civic or otherwise, unless he shall be compensated for the same.

Section 5. Non-Civic Details

- A. In any case where an employee is assigned by the Town to a special duty of a private nature for an entity other than the Town, said employee shall be paid the detail pay hereinafter set forth by the Town, and the Town shall be reimbursed by the individual or organization for whom said employee performed the assigned service.
- B. All employees who are assigned a special duty of a private nature for an entity other than the Town shall be guaranteed at least a minimum of four (4) hours pay at the rate of time and one half (1½) the employees regular rate of pay.
- C. After working eight (8) hours on a non-civic private or special detail, all employees shall receive double time (2X) for each additional hour.
- D. Whenever an employee who has been assigned to a private or special detail is injured in the course of such detail, he shall be compensated by the Town for all medical and hospital expenses, etc. and the regular rate of pay is to be continued during the period of incapacity as provided by section 45-19-1 of the General

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Laws of the State of Rhode Island, 1956, as amended.

ARTICLE 7

Section 1. Vacations

All employees shall be entitled to a vacation in the calendar year in accordance with the following:

- A. All employees hired between January 1 and June 1 in any calendar year shall be entitled to five (5) working days' vacation during said calendar year;
- B. During the calendar year following the anniversary date in which they complete one (1) year service, and in each calendar year thereafter, fifteen (15) working days' vacation;
- C. During the calendar year and following the anniversary date in which they complete seven (7) years of service, and in each calendar year thereafter, twenty (20) working days' vacation;
- D. During the calendar year and following the anniversary date in which they complete twelve (12) years of service, and in each calendar year thereafter, twenty-five (25) working days' vacation.
- E. Department seniority shall apply in selecting vacations as in Article 3, Section 1.
- F. Administrative Staff working the five (5) day work week pursuant to Article 6, § 1 of this Agreement shall be charged eight tenths (.8) of a vacation day for each day used while working the five (5) day work week.

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- G. Administrative Staff working the optional four (4) day work week pursuant to Article 6, § 1 of this Agreement shall be charged one (1) vacation day for each day used while working a four (4) day work week.

Section 2. Vacation Period

The vacation period in any calendar year shall run from January 1 to December 31. Once an employee selects his vacation, he shall not be allowed to cancel said vacation during the months of June, July, and August or Christmas week, Easter week, and Thanksgiving week. If, however, the above-mentioned dates have open vacation availability (i.e., NOT FULL) a member may cancel vacation days during those periods with thirty (30) days' notice.

Section 3. Vacation Requests

All vacation requests shall be submitted to the Fire Chief in the month of December and each employee shall have picked his vacation by the end of December. The completed vacation schedule shall be posted on or before January 15 of the calendar year in which all vacations are to take place.

Section 4. Vacation Schedule

- A. In the event that an employee was unable to take his vacation because he was on an "injured on duty" or sick leave status, and he was unable to take his vacation during any other period during the remainder of the calendar year, he will be permitted to use his unused vacation in the next calendar year, or elect to be paid for his unused vacation days.

Section 5. Schedule Variation

- A. If, in the judgment of the Fire Chief, the vacation schedule reduces the manpower

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available below the level of safe protection, or in the event adequate personnel are not available, the Fire Chief may vary either schedule accordingly.

- B. When the schedule is varied, it shall be varied on the basis of seniority.

Section 6. Special Vacations

Special vacations approved by the Fire Chief shall not reduce the number of regular vacations scheduled for the period in which the special vacation is taken. The special vacation shall be charged against the employee's vacation credits.

Section 7. Vacation Selection

- A. Vacations shall be chosen using the following system by Department Seniority:
1. On First Selection, each member will choose two (2) weeks' vacation (if applicable);
 2. On Second Selection, each member will choose two (2) weeks' vacation (if applicable) or one (1) week (if applicable);
 3. On Third Selection, each member will choose the two (2) weeks' vacation (if applicable) or one (1) week (if applicable);
 4. On Fourth Selection, each member will choose the remaining days owed (if applicable). These days may be chosen at random or together.
- B. Single days or days equaling less than a work week, shall be chosen in the Fourth Selection in order to keep full weeks open until the full week selections are completed.
- C. The Fire Chief shall have the right to vary the schedule of any vacations under this section in case of emergency.

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Section 8. Accumulated Vacation

A. Employees hired before July 1, 1994:

1. May accumulate all unused vacation days but not more than twenty-five (25) days per calendar year.
2. Shall be paid for all accumulated vacation days upon retirement, death prior to retirement, or termination of employment in good standing; or may have the option to retire at an early date with pay.

B. Employees hired after July 1, 1994:

1. May accumulate a maximum combination of two hundred twenty-five (225) vacation and sick leave days.
2. Shall be paid for up to a maximum of two hundred twenty-five (225) accumulated combined vacation and sick leave days, at the rate of fifty percent (50%) of current salary calculated on a daily basis, upon retirement, death prior to retirement, or termination of employment in good standing; or may have the option to retire at an early date with pay using up to two hundred twenty-five (225) accumulated combined vacation and sick leave days at fifty percent (50%) of current salary calculated on a daily basis.

C. All accumulated vacation days shall be paid at a rate of 12 hours per day.

Section 9. Paid Holidays

The following holidays shall be paid holidays for all employees:

New Year's Day
Martin Luther King, Jr.'s Birthday



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Presidents Day
Memorial Day
Independence Day
R.I. Independence Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Victory Day³
Labor Day
Employee's Birthday

Holiday pay shall be based on 12 hours and shall be paid to each employee over and above his weekly salary, and will be added to the member's salary for retirement purposes.

Any employee substituting at a higher rank shall be paid at such higher rank for any Holiday occurring during the period that said employee is serving at such higher rank.

ARTICLE 8

Section 1. Clothing Allowance

- A. The clothing allowance for employees shall be six hundred dollars (\$600.00) per year and shall be paid directly to the employees entitled thereto on or before September 1.
- B. Employees shall receive their clothing allowance when hired to be prorated as follows:
 - 1. Employees hired during the months of July, August, and September shall receive the full annual clothing allowance.
 - 2. Employees hired during the months of October, November, and December shall receive three-fourths ($\frac{3}{4}$) of the annual clothing allowance.

³ If Victory Day is abolished by the General Assembly as a holiday, then the second Monday in August shall be substituted as a holiday.

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3. Employees hired during the months of January, February, and March shall receive one-half ($\frac{1}{2}$) of the annual clothing allowance.
 4. Employees hired during the months of April, May, and June shall receive one-fourth ($\frac{1}{4}$) of the annual clothing allowance.
- C. The clothing allowance above set forth shall be for the replacement of clothing only. Any new issue or item of clothing or equipment prescribed by the department shall be furnished to employees at the Town's expense.
- D. The Town agrees to furnish all protective gear including a pair of NFPA compliant Vapor Barrier Gloves, Protective Hood, individual Scott Masks with Prescription Eyeglass Kit if required, and shall reissue, within ninety (90) days, similar protective gear when upon inspection such protective gear is destroyed or mutilated in the line of duty and upon surrender by the employee of said protective gear, work or dress uniform.
- E. All employees shall receive a clothing maintenance allowance of five hundred fifty dollars (\$550.00) per year paid directly to the employees entitled thereto on or before July 15 of each contract year.

ARTICLE 9

Section 1. Sick Leave. Amount of

- A. Sick leave shall be granted at the rate of ten (10) working days per year. Employees hired before July 1, 1994 may accumulate a maximum of two hundred twenty-five (225) unused sick leave days. Employees hired after July 1, 1994 may accumulate a maximum combination of two hundred twenty-five (225) sick leave

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and vacation days. Whenever an employee is out of work for more than three (3) consecutive days, the Town, acting through the Fire Chief, may require medical authentication of such illness. An employee may use the "Confidential Health Care Provider Certificate" form attached to this Agreement as Exhibit 1 and made a part hereof to be completed by the employee's health care provider.

- B. Days of absence due to injuries and/or illness contracted outside of the line of duty shall be subtracted from the employee's sick leave as hereinafter specified. Days of absence due to injuries contracted in the line of duty shall not be subtracted from the employee's days of sick leave hereinafter specified.
- C. For employees hired prior to July 1, 1994, unused accumulated sick leave days shall be paid upon retirement, death prior to retirement, or termination of employment in good standing; or the employee may have the option to retire at an early date with pay. Those employees electing early retirement shall receive full pay and benefits for that period and then be placed on retirement. Sick leave days for employees hired after July 1, 1994 may be accumulated in combination with unused vacation days to a combined maximum of two hundred twenty-five (225) days. In the event that an employee hired after July 1, 1994 retires, dies prior to retirement or terminates his employment in good standing, his unused accumulated vacation and sick leave days, up to a maximum combination of two hundred twenty-five (225) days, shall be paid at the rate of fifty percent (50%) of his current salary calculated on a daily basis, or the employee may have the option to retire at an early date with pay using his two hundred twenty-five (225) days at

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a fifty percent (50%) value.

- D. Sick leave shall be paid in accordance with this section unless an employee is terminated for cause.
- E. In the event that an employee does not use any sick days during a calendar year, he shall receive an incentive of five (5) additional sick days credited towards his accumulative sick days.
- F. Employees have the option to take retirement at an early date and receive a check from the Town in a sum equal to the member's weekly pay until the member's accumulated sick leave days are exhausted. During this period of early retirement, members will not accrue any additional sick days or vacation days or receive any clothing allowance.
- G. All accrued sick days shall be paid at a rate of 12 hours per day.
- H. Administrative Staff working the optional four (4) day work week pursuant to Article 6, § 1 of this Agreement shall be charged one (1) sick day for each day used while working a four (4) day work week.
- I. Administrative Staff working the five (5) day work week pursuant to Article 6, § 1 of this Agreement shall be charged eight tenths (.8) of a sick day for each day used while working the five (5) day work week.

Section 2. Reasons for Sick Leave

Sick leave for employees shall be granted for the following defined reasons:

- A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his present position or some other

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positions in the department.

- B. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee for a period not to exceed five (5) working days. These days off shall be charged to the employee's sick days. Employees can be required to sign an affidavit stating that there is no possible way to make other arrangements.

Section 3. Additional Leave Not to be Deducted from Sick Leave

- A. In case of death of a parent, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, or of the employee's spouse's immediate family, each employee shall be entitled to leave of absence with pay from the day of notification of death, up to and including the day following the funeral. These days off will not exceed four (4) working days, will not be made up by the employee, and shall be treated as days worked for purposes of this Agreement.
- B. In the case of death of relatives other than as provided in paragraph A, such leave of absence with pay shall be for the day of the funeral. The employee shall not be required to make up said time and the day will be counted as a day worked for the purposes of this Agreement.

Section 4. Sick Leave Report

All sick days that an employee has remaining during the calendar year shall be reported in writing to each employee upon request or by January 31 of each year.

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Section 5. Personal Leave

The employees shall be allowed time off for important personal matters at the discretion of the Director of Public Safety or the Fire Chief; provided, however, that said request is received in writing by the Fire Chief at least twenty-four (24) hours prior to the time-off being requested, except in the case of emergency.

Section 6. Beneficiaries

The estate of an employee shall be paid all accumulated sick leave and vacation days upon the death of said employee. Payment shall be made to the duly authorized personal representative of the employee's estate.

Section 7. Personal Days

Effective July 1, 2015, all employees shall be entitled to and credited with four (4) personal days. However, employees shall be able to discharge, at most, three (3) of those personal days and must do so by December 31, 2016. [Employees are "giving back" one (1) personal day for the time period July 1, 2015 through December 31, 2016.]

Effective January 1, 2017, all employees shall be entitled to and credited with four (4) personal days. However, employees shall be able to discharge, at most, two (2) of those personal days and must do so by December 31, 2017. [Employees are "giving back" two (2) personal days for the time period January 1, 2017 through December 31, 2017.]

Effective January 1, 2018, all employees shall be entitled to and credited with four (4) personal days, which must be discharged, if at all, by December 31, 2018.

An employee must give two (2) days' advance notice of their planned discharge of a personal day.



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No more than two (2) employees may discharge a personal day on the same shift at any time.

There shall be no carrying over of unused personal days from one calendar year to the next.

ARTICLE 10

Section 1. Longevity

- A. Upon completion of five (5) years of service measured from the date of employment, an employee shall receive an additional six and one-half percent (6.5%) of their gross salary for longevity.
- B. All employees who have been employed for eight (8) years measured from the date of employment by the Town shall receive, in addition to the percentage provided for in sub-section A of this Article, an additional three percent (3%) per annum of their gross pay for longevity.
- C. All employees who have been employed for fifteen (15) years measured from the date of employment by the Town shall receive, in addition to the percentages provided for in sub-sections A and B of this Article, an additional two percent (2%) per annum of their gross pay for longevity.
- D. Longevity payments shall be paid in a lump sum, by a check separate from the payroll check, and within thirty (30) days after an employee's anniversary date of hire. Retirement contributions on the overtime portion of longevity will not be deducted from said payment.

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ARTICLE 11

Section 1. Injuries and Illness

Employees who are injured or who contract illness in the line of duty shall receive such benefits as are provided by the General Laws of the State of Rhode Island.

Upon the request of the Town, employees shall execute such authorizations as are required to permit the Town to obtain medical reports relating solely to the injury or illness incurred by an employee in the line of duty.

Section 2. Medical Care for Injuries or Illness in the Line of Duty

- A. Those employees injured or who contract illness in the line of duty whose condition requires admittance to a hospital shall have the right to select a hospital in the State of Rhode Island and a physician from the staff of that hospital. The choice shall be made by the employee or if his condition prevents him from making his choice, his choice shall be made by his nearest relative who may be available at the time; or in the case of an emergency, by a resident physician at the hospital. The physician so selected shall be the injured employee's private physician.
- B. In other cases of injury in the line of duty which do not require hospitalization, the employee shall have the right to a specialist of his own choice from the staff of a hospital in the State of Rhode Island for the initial treatment at the hospital in the State of Rhode Island and for subsequent treatment at the selected physician's office. However, the Town hereby reserves the right to have said employee examined by the Town physician to determine the severity of the injury or

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sickness and in the case of disagreement between the two physicians, a third physician selected by agreement of both parties shall be the determiner of the issue.

- C. In cases of a minor nature (minor lacerations, abrasions, contusions, etc.) the judgment of the treating physician shall be followed regarding the necessity of calling in a specialist.
- D. When the employee has suffered a minor injury, which does not require the care of a physician, in the line of duty and has been treated by a member of the rescue, report on the injury and treatment shall be made to the Fire Chief and become a part of the record of the department. Any subsequent worsening of the injury or of the immediate area of the injury shall entitle the individual to the benefits of this Article.
- E. The Town agrees to pay all expenses for inoculation or immunization shots for members of any employee's family when such becomes necessary as a result of said employee's exposure to infectious disease when said employee has been exposed to said disease in the line of duty.
- F. The Town agrees that it will pay any and all medical expenses incurred by any fire fighter who has been placed on disability for a service-connected injury or injuries, or any recurrences of the injuries which caused his disability.
- G. In the event specialized treatment is required, the employee shall have the right to select any hospital within the radius of one hundred (100) miles of the State of Rhode Island and to select a physician on the staff of said hospital.

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H. Presumption of Disability

For employees hired before July 1, 2015:

In any case where an employee who was hired before July 1, 2015 and who is covered by this Agreement is disabled from performing his regular duties as a fire fighter because of a heart condition, respiratory ailment (excluding the common cold, seasonal bronchitis, or seasonal respiratory infections), hypertension or from any condition derived from hypertension, or develops cancer, it shall be conclusively presumed that such disability is attributable to his employment as a member of the department, and he shall be entitled to all of the benefits provided for in section 45-19-1 of the General Laws of the State of Rhode Island, 1956, as amended, and none of said period of disability shall be deducted from his sick leave entitlement, nor from any other leave entitlement to which said employee may be entitled under any other terms or conditions of this Agreement.

For employees hired on or after July 1, 2015:

In any case where an employee who was hired on or after July 1, 2015, who is otherwise covered by this Agreement, and who has served as a department firefighter for at least five (5) years is disabled from performing his regular duties as a fire fighter because of a heart condition, respiratory ailment (excluding the common cold, seasonal bronchitis, or seasonal respiratory infections), hypertension or from any condition derived from hypertension, or develops cancer, it shall be conclusively presumed that such disability is attributable to his

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employment as a member of the department, and he shall be entitled to all of the benefits provided for in section 45-19-1 of the General Laws of the State of Rhode Island, 1956, as amended, and none of said period of disability shall be deducted from his sick leave entitlement, nor from any other leave entitlement to which said employee may be entitled under any other terms or conditions of this Agreement.

For all employees:

The Town hereby reserves the right to have an employee examined by the Town physician to determine whether that employee suffers from a heart condition, respiratory ailment (excluding the common cold, seasonal bronchitis, or seasonal respiratory infections), hypertension or from any condition derived from hypertension, or has developed cancer. If there is a disagreement between the Town and an employee as to whether that employee suffers from a heart condition, respiratory ailment (excluding the common cold, seasonal bronchitis, or seasonal respiratory infections), hypertension or from any condition derived from hypertension, or has developed cancer, then a third physician selected by agreement of both parties shall be the determiner of the issue.

Section 3. Injuries and Illness

Any employee who shall become wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of their duty, shall, during the incapacity receive full salary or wages and medical expenses from the Town pursuant to section 45-19-1 of the General Laws of the State of Rhode Island, 1956, as amended.

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Any personnel who absent themselves from the job, due to sickness or injuries sustained or contracted in the performance of their duties including heart attack or heart condition, continuously for a period of at least eighteen (18) months shall then report to active duty within a period of thirty (30) days or submit medical verification that he is physically unfit for duty, and therefore unable to return to his regular duties. The employee must submit to medical examinations as required by the Town and the Retirement Board of the Municipal Employees' Retirement System Rhode Island, including, but not limited to a comprehensive examination and evaluation at the Lahey Clinic, Boston, Massachusetts. A provision for light-duty assignment may be made, if necessary, and is limited to a three (3) month period. The employee shall be placed on the Retirement List or report back to duty according to the medical evaluation.

Any personnel who have been away from their job for a period of eighteen (18) months, and who return to their normal duties and suffer a recurrence of the same sickness or injury that disabled them initially within a six (6) month period of their return shall be given one (1) additional thirty (30) day period to return to their regular duties or be placed on the Retirement List.

Any employee who upon being diagnosed by the Town or employee's physician as permanently disabled from the job due to sickness or injuries sustained or contracted in the performance of their duties, shall at any time as requested by the Town submit to medical examination to verify that based upon a reasonable degree of medical certainty he is permanently physically unfit for duty and therefore unable to return to his regular duties. The employee shall be placed on the retirement list.

Should the Retirement Board of the Municipal Employees' Retirement System of Rhode

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Island ("MERS") determine that the employee in question is ineligible for accidental disability retirement benefits after all internal MERS appeals have been exhausted, then that employee shall not be considered as disabled under this Agreement and shall either return to full duty or end their employment with the Town. Contrarily, if MERS determines that the employee in question is eligible for accidental disability retirement benefits, then that employee shall receive their MERS accidental disability retirement benefits in lieu of R.I.G.L. § 45-19-1 "salary or wage and benefits" from the Town.

However, if the employee might be eligible for ordinary disability retirement benefits and if the employee claims to have a disability listed in Article 11, § 2(H), then that employee must apply to MERS for ordinary disability retirement benefits. Should MERS determine that the employee in question is ineligible for ordinary disability retirement benefits after all internal MERS appeals have been exhausted, then that employee shall not be considered as disabled under this Agreement and shall either return to full duty or end their employment with the Town. Contrarily, if MERS determines that the employee in question is eligible for ordinary disability retirement benefits, then that employee shall receive their MERS pension in lieu of R.I.G.L. § 45-19-1 "salary or wage and benefits" from the Town and the Town will supplement any pension benefit to which that employee is entitled from MERS by paying that employee an amount of money calculated by subtracting the MERS pension benefit to which that employee is entitled from sixty-six and two-thirds percent (66 2/3%) of that employee's most recent yearly gross salary, longevity, and holiday pay. The Town shall pay this supplement in monthly increments for the life of that employee pursuant to R.I.G.L. § 45-19-19, as amended.

Finally, if an employee does not qualify for either accidental or ordinary disability

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retirement benefits from MERS but has a disability listed in Article 11, § 2(H), then that employee must apply for retirement on service allowance (if and once they otherwise qualify to do so) and if granted then that employee shall receive their MERS pension in lieu of R.I.G.L. § 45-19-1 "salary or wage and benefits" from the Town and the Town will supplement any pension benefit to which that employee is entitled from MERS by paying that employee an amount of money calculated by subtracting the MERS pension benefit to which that employee is entitled from sixty-six and two-thirds percent (66 2/3%) of that employee's most recent yearly gross salary, longevity, and holiday pay. The Town shall pay this supplement in monthly increments for the life of that employee pursuant to R.I.G.L. § 45-19-19, as amended.

Effective July 1, 1979

Employees on disability retirement shall be included in the existing contract group for the purposes of receiving retiree medical coverage and the Town shall furnish and entirely pay the full premium, subject to the limitations, in Article 16 Medical Coverage.

The provisions of this Agreement shall not apply to any employee injured or retired prior to July 1, 1979.

Section 4. Death Benefits

A. The Town shall provide and fully pay the premium for a seventy-five thousand dollar (\$75,000) life insurance policy for each active employee covered by this Agreement.

B. Funeral Expenses

The Town agrees to pay all funeral expenses of any employee killed in the line of duty.

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ARTICLE 12

Section 1. Educational Benefits

The Town shall comply with all of its obligations under R.I.G.L. § 42-28.4-1 *et seq.* to include reimbursements for courses in fire science, nursing, and public administration degree programs; provided, however, that the Town's obligations shall be capped and shall not exceed sixty thousand dollars (\$60,000.00) in each fiscal year.

When possible, the Town shall be billed directly by the educational institution for all tuition, books, and supplies.

Any incentive pay awarded to a fire fighter pursuant to R.I.G.L. § 42-28.4-1 *et seq.* shall be distributed through the Town by checks separate from the bi-weekly check, and it is understood that taxes shall be deducted from this payment.

Employees proposing to utilize the educational benefits provided for in this article shall submit a request to do so within a reasonable time prior to the start of the proposed course pursuant to department policy.

In the event that tuition or books must be paid for by an employee, the Town will reimburse the employee the whole sum that is due to that employee, provided that the qualifying course of instruction has been successfully completed, no later than thirty (30) days after the bill or bills are presented along with verification that the course was taken and that passing marks were received (college transcript, certificate, etc.).

ARTICLE 13

Section 1. Pensions

The Town agrees to accept and implement the most recently proposed benefit and

contribution schedule for all employees covered by this contract in the Municipal Employees' Retirement System pursuant to section 45-21-2 of the General Laws of the State of Rhode Island, as amended. Only the employee's income derived from the Town's fire department annual salary, holiday pay and longevity pay shall be considered for retirement benefit contributions.

Effective June 30, 1990

All employees covered by this Agreement shall be allowed to retire after twenty (20) years of service as provided for by the Optional Retirement for Members of Police Force and Fire Fighters act (R.I.G.L. § 45-21.2-1 *et seq.*).

ARTICLE 14

Section 1. Retirement

- A. Proposed retirement system to remain in full force and effect. Retirement system will be changed upon mutual agreement of the parties.
- B. All members and beneficiaries of members who retire on or after July 1, 2015 after having completed twenty (20) or more years of service, shall, on the first day of January following their date of retirement receive a cost-of-living adjustment in an amount equal to three (3%) percent of their original retirement allowance. In each succeeding year thereafter, in the month of January, their retirement allowance shall be increased an additional three (3%) percent of their original retirement allowance, not compounded. The Town shall pay the cost of this annual increase.
- C. All members and beneficiaries of members who retire on or after July 1, 2015 with an accidental disability, a disability pursuant to Article 11, § 3 of this

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Agreement, or who elect an early retirement option pursuant to this Agreement, but who have not completed twenty (20) years of service as of the date of their retirement, shall, on the first day of January following the date of the employee's twentieth (20th) anniversary date, measured from their original date of hire with the Town, receive a cost-of-living adjustment in an amount equal to three (3%) percent of the original retirement allowance. In each succeeding year thereafter, in the month of January, the retirement allowance shall be increased an additional three (3%) percent of the original retirement allowance, not compounded. The Town shall pay the cost of this annual increase.

ARTICLE 15

Section 1. Salaries, July 1, 2015 through June 30, 2018

Effective January 1, 2016, salaries shall be raised by three percent (3%).

Effective January 1, 2017, salaries shall be raised by three percent (3%).

Effective January 1, 2018, salaries shall be raised by three percent (3%).

Battalion Chief:

7/1/2015	1/1/2016	1/1/2017	1/1/2018
\$62,359.69	\$64,230.48	\$66,157.39	\$68,142.11

Captain:

7/1/2015	1/1/2016	1/1/2017	1/1/2018
\$57,394.57	\$59,116.41	\$60,889.90	\$62,716.60

Director of Communications:

7/1/2015	1/1/2016	1/1/2017	1/1/2018
\$52,871.34	\$54,457.48	\$56,091.20	\$57,773.94



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Lieutenant:

7/1/2015	1/1/2016	1/1/2017	1/1/2018
\$52,871.34	\$54,457.48	\$56,091.20	\$57,773.94

Fire Fighter 1st Class:

7/1/2015	1/1/2016	1/1/2017	1/1/2018
\$48,601.06	\$50,059.09	\$51,560.86	\$53,107.69

Fire Fighter 2nd Class:

7/1/2015	1/1/2016	1/1/2017	1/1/2018
\$42,831.54	\$44,116.49	\$45,439.98	\$46,803.18

Probationary Fire Fighter:

7/1/2015	1/1/2016	1/1/2017	1/1/2018
\$37,046.34	\$38,157.73	\$39,302.46	\$40,481.53

Section 2. Salaries - E.M.T.I. E.M.T.C

- A. All personnel who are E.M.T.I. (or the new level of E.M.T.A. equivalent to E.M.T.I.), shall receive the sum of an additional ten dollars (\$10.00) bi-weekly, and employees who are E.M.T.C. shall receive the sum of an additional fifty dollars (\$50.00) bi-weekly added to their bi-weekly salary.
- B. All personnel bid to a rescue vehicle will be compensated an additional fifty dollars (\$50.00) bi-weekly.

ARTICLE 16

Section 1. Health Insurance

Because the parties' health insurance is undergoing a transition during the term of this Agreement, Article 16, § 1 has two different provisions applicable at two different times, as follows.

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The following provisions (A through D) are effective July 1, 2015 through August 31,

2015:

A. Consistent with R.I.G.L. § 28-7-49, the Town shall provide all members of the bargaining unit with the following health insurance coverage.

1. Preferred Provider Organization (PPO). The Town shall provide and pay a portion of the cost of a PPO plan, either individual or family, which shall be the standard health insurance plan offered to members of the bargaining unit. The PPO plan shall contain in and out of network benefits. Unless contrary to R.I.G.L. § 28-7-49, the PPO plan's network shall not contain less than 90% participation by Rhode Island physicians and include benefit, service and network levels no lower than those in effect at the time of execution of this Agreement.⁴ A summary of benefits for said PPO plan shall be appended hereto and incorporated herein. Additionally a summary description of said PPO plan shall be available through the Town's Personnel Department. Employees shall contribute a percentage of the Town's working rates for said PPO plan, payable in equal bi-weekly installments by way of payroll deduction, with an annual cap for a family plan and an annual cap for an individual plan, as follows:

<u>Date</u>	<u>Percentage</u>	<u>Family Plan Cap</u>	<u>Individual Plan Cap</u>
7-1-12	5%	\$880 (\$33.85/pay period)	\$500 (\$19.23/pay period)
1-1-13	15%	\$3,000 (\$115.38/pay period)	\$1,500 (\$57.69/pay period)
1-1-14	17.5%	\$3,250 (\$125.00/pay period)	\$1,625 (\$62.50/pay period)
1-1-15	20%	\$3,500 (\$134.61/pay period)	\$1,750 (\$67.31/pay period)
7-1-15	20%	\$3,500 (\$134.61/pay period)	\$1,750 (\$67.31/pay period)

2. Indemnity Plan. For the employees currently receiving the optional Indemnity plan, the Town shall continue to provide and pay for a portion of said plan; provided however, that it shall not be available to any other employees on or after June 30, 2009. The Indemnity plan shall contain in and out of network benefits. Unless contrary to R.I.G.L. § 28-7-49, the Indemnity plan's network shall not contain less than 90% participation by Rhode Island physicians and include benefit, service and network levels no lower than those in effect at the time of execution of this Agreement.

⁴ Point-of-service employee co-payments include: \$10 for office visits to primary care physicians, urgent care centers, pediatric preventive services, preventive services, and routine eye exams; \$100 for emergency room care; and 20% co-payment (generic required) for prescription drugs, 100% coverage after 20% co-payment reaches an out-of-pocket maximum of \$300 per individual, \$600 per family in the aggregate per calendar year.

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A summary of benefits for said Indemnity plan shall be appended hereto and incorporated herein. Additionally a summary description of said Indemnity plan shall be available through the Town's Personnel Department. The employees currently receiving the optional Indemnity plan shall be required to pay \$40.00 bi-weekly for a family plan and \$20.00 bi-weekly for an individual plan, provided however, that any employee hired after July 1, 2001 who elects to be covered by the Indemnity plan, shall be required to pay \$60.00 bi-weekly for the family plan and \$30.00 bi-weekly for the individual plan. However, the rates due from individuals who elected the indemnity plan shall increase in accordance with the following:

As of July 1, 2012, individuals who selected the indemnity plan were paying the following amounts relative to the individuals who selected the PPO plan:

<u>For those who selected the indemnity plan and who were hired:</u>	<u>Family plan rate</u>	<u>Individual plan rate</u>
On or before July 1, 2001	\$40, or 1.1817 x PPO bi-weekly rate of \$33.85 (\$880/26)	\$20, or 1.0401 x PPO bi-weekly rate of \$19.23 (\$500/26)
After July 1, 2001	\$60, or 1.7726 x PPO bi-weekly rate of \$33.85 (\$880/26)	\$30, or 1.5601 x PPO bi-weekly rate of \$19.23 (\$500/26)

To maintain the same equity and cost relationship between those who selected the PPO plan and those who selected the indemnity plan, individuals who selected the indemnity plan shall contribute bi-weekly toward its cost in accordance with the following schedule:

<u>For those hired:</u>	<u>Family plan rate</u>	<u>Individual plan rate</u>
On or before July 1, 2001	1.1817 x PPO bi-weekly rate	1.0401 x PPO bi-weekly rate
After July 1, 2001	1.7726 x PPO bi-weekly rate	1.5601 x PPO bi-weekly rate

For example, the following would be the maximum bi-weekly amounts due from an individual who selected the indemnity plan and who was hired on or before July 1, 2001 (using the annual PPO cap amount to calculate these amounts):

	<u>Family plan rate</u>	<u>Individual plan rate</u>
7-1-12	1.1817 x \$33.85 = \$40.00	1.0401 x \$19.23 = \$20.00
1-1-13	1.1817 x \$115.38 = \$136.34	1.0401 x \$57.69 = \$60.00



1-1-14	1.1817 x \$125.00 = \$147.71	1.0401 x \$62.50 = \$65.01
1-1-15	1.1817 x \$134.61 = \$159.07	1.0401 x \$67.31 = \$70.00

And the following would be the maximum bi-weekly amounts due from an individual who selected the indemnity plan and who was hired after July 1, 2001 (using the annual PPO cap amount to calculate these amounts):

	<u>Family plan rate</u>	<u>Individual plan rate</u>
7-1-12	1.7726 x \$33.85 = \$60.00	1.5601 x \$19.23 = \$40.00
1-1-13	1.7726 x \$115.38 = \$204.52	1.5601 x \$57.69 = \$90.00
1-1-14	1.7726 x \$125.00 = \$221.58	1.5601 x \$62.50 = \$97.51
1-1-15	1.7726 x \$134.61 = \$238.61	1.5601 x \$67.31 = \$105.01

3. A retired employee shall be eligible for the benefits contained in this section in the same manner as contained in Section 1.B. below.
- B. Effective July 1, 1983, any employee retired (with 20 years or more service) shall be included in the Group for purposes of medical coverage and the Town shall furnish and pay the full cost for a PPO plan contained in Article 16, Section 1(A). In the event a retired employee shall be employed by a firm, person or corporation providing paid family plan medical benefits, the Town shall suspend such medical payments for that period of employment. Retired employees shall receive this benefit until eligible for federally funded health care (Medicare or equivalent).
- C. Prescription Plan - A prescription plan for employees shall be provided pursuant to the provisions of the PPO and Indemnity plans referenced in Section 1 (A).
- D. The Town Vision Care Plan will be provided pursuant to the provisions of PPO and Indemnity plans referenced in Section 1 (A).

The above paragraph "D" ends the Article 16, § 1 provisions that are effective July 1, 2015 through August 31, 2015.

(10)

The following provisions (A through J) are effective September 1, 2015 through June 30, 2018:

The Town agrees to provide health insurance for all employees covered by this Agreement under the following conditions:

- A. The Town shall provide a healthcare plan with a benefit level, service level, and network level no less than those in existence prior to the execution of this Agreement and as summarized in the "2000/4000 Deductible Plan" benefit summary attached as Exhibit 2.
- B. Employees shall select either family coverage or individual coverage.
- C. Effective September 1, 2015 the healthcare plan for all active members of the department shall be a high-deductible health plan with a Health Savings Account ("HSA") having a yearly deductible of four thousand dollars (\$4,000.00) for family coverage and two thousand dollars (\$2,000.00) for individual coverage, a portion of these deductibles shall be paid by the member.
- D. Each department member shall be issued a healthcare identification card for each family member and two prepaid HSA credit/debit cards ("HSA card"). The initial HSA cards shall be provided at no cost to the member but any charges for additional cards or replacements shall be paid for by the member.
- E. The Town agrees to advance on July 1st of each year to each member's HSA card either four thousand dollars (\$4,000) or two thousand dollars (\$2,000), as is appropriate for the type of coverage selected by the member. Each member shall then utilize their HSA card to pay for qualified medical expenses at points of

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service to satisfy their deductible. During the 2015 transitional year only, the Town shall advance such amounts on September 1, 2015.

- F. Department members shall reimburse the Town for its advancement of money toward their annual deductible. The amounts to be reimbursed are thirty-five hundred dollars for family coverage or seventeen hundred and fifty dollars for individual coverage. These reimbursements shall be accomplished through bi-weekly payroll deductions. Each member's deduction shall be calculated by dividing the amount advanced by the Town on that member's behalf for a given year by the number of pay periods in that year. The amounts to be withheld are \$134.61/pay period for family coverage (totaling \$3,499.86) and \$67.31/pay period for individual coverage (totaling \$1,750.06). These payroll deductions shall be withheld on a pre-tax basis.
- G. A third-party company will administer the HSA card for department members. Any and all costs associated with the administration of HSA cards shall be borne by the Town.
- H. There shall be no premium co-share of the above-referenced HSA plan to be contributed by the member toward the cost of the HSA plan. The only cost to the members for the HSA plan shall be the aforementioned deductibles.
- I. In the event an employee elects not to be furnished with the Town's health insurance plan pursuant to this section, the Town will pay that employee five hundred dollars (\$500.00) on the first pay day following January 1st of each year.
- J. When an employee separates from employment, whether by retirement, death, or

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otherwise, having an unpaid HSA reimbursement balance owed to the Town, then the entire amount of that employee's unpaid HSA reimbursement balance becomes due and payable to the Town upon that employee's separation. To recover the unpaid HSA reimbursement balance owed from an employee, the Town may deduct the full amount owed from that employee's unpaid wages after other regular deductions have been made. For this purpose, these deductions shall be considered as authorized by R.I.G.L. § 28-14-10(a). If wage deductions are inadequate to cover the employee's unpaid HSA reimbursement balance, then the Town may recover such amount by deducting amounts as are appropriate from the employee's sick leave balance, vacation balance, clothing allowance, clothing-maintenance allowance, and/or longevity, all if any, and/or by bringing a legal action against the employee.

The above paragraph "J" ends the Article 16, § 1 provisions that are effective September 1, 2015 through June 30, 2018.

Section 2. Dental Insurance

Consistent with R.I.G.L. § 28-7-49, the Town agrees to assume the full cost of providing each employee with a dental plan with substantially equivalent benefits and network to those existing on the date of execution of this Agreement. A summary of benefits for said dental plan shall be appended hereto and incorporated herein. Additionally, a summary description of said dental plan shall be available through the Town's Personnel Department. In the event an employee elects not to be covered by the dental plan under this section, the Town will reimburse said employee the amount of one hundred and fifty dollars (\$150.00).

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Section 3. Eyeglasses

In the event any form of corrective eyewear is damaged or lost during duty hours or in the line of duty, the Town shall replace such eyewear including the cost of any required eye examination.

Section 4. Retired Employees

Retired employees may participate with Town employees for the purpose of receiving group rates for PPO or Dental Plans.

Effective July 1, 1983, any employee retired (with 20 years or more service with the Town) shall be included in the group for purposes of medical coverage and the Town shall furnish and pay the full cost for the PPO plan that was in existence prior to the execution of this Agreement. In the event a retired employee shall be employed by a firm, person or corporation providing paid family plan medical benefits, the Town shall suspend such medical payments for that period of employment. Retired employees shall receive this benefit until eligible for federally funded health care (Medicare or equivalent).

ARTICLE 17

Section 1. Minimum Staffing, EMT and Locker Requirements

- A. All in-service engine companies, ladder companies, and other fire-suppression companies shall be staffed with no less than three (3) fire fighters. All in-service rescue companies (emergency medical service companies) shall be staffed with no less than two (2) fire fighters.

Whenever a fire suppression company's strength drops to two (2) members due to call management issues or a member's being relieved of duty due to injury, illness

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or family emergency, said company shall remain in service short-handed unless the remaining two (2) members are probationary or second-class firefighters. A back fill is required as soon as possible when a member is relieved of duty and will not be returning to work. If the vacancy is due to call management issues, not expected to last more than four (4) hours, then a back fill is not required.

The Town has no present intention of eliminating any existing in-service apparatuses during the term of this Agreement. However, should the Town add or eliminate any in-service apparatuses, the Town shall bargain with the Union over the effects of such changes on bargaining-unit members. If effects bargaining results in impasse on said issue, then said issue shall be subject to the Fire Fighters' Arbitration Act. Moreover, the addition or elimination of any apparatus, or any arbitration award relating thereto, shall not reduce the minimum platoon-level staffing detailed in the following paragraph.

There shall be a minimum of twenty (20) fire fighters, including a Battalion Chief and company officers, on duty at all times on each platoon. Administrative positions shall not be included in this minimum.

- B. All employees who were hired after January 1, 1989 must be certified by the state as an EMT-B and must maintain their EMT-B certification as a condition of employment. Those members hired as EMT-C or required to obtain their EMT-C under prior Agreements must maintain their EMT-C as a condition of employment. All employees hired after July 1, 2015 must obtain their EMT-C within two (2) years of appointment and maintain their EMT-C as a condition of

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employment. Employees that are hired without their EMT-C shall be granted time off from their regular duty to attend scheduled classes to obtain their EMT-C; however, they shall not be compensated for attending classes during off time. The department will also pay the course fee at the facility of the department's choice. Any employee who is required to attend classes after his normal work hours to maintain his EMT certification shall be compensated at his regular rate of pay for all of the time he attends such classes.

- C. The Town shall provide lockers for fire fighters.
- D. On July 1st of each year, the Town shall supply to the Union a Table of Organization, upon which shall be listed the numbers and ranks of all officers and fire fighters and the positions and divisions to which they are assigned.
- E. All employees must be certified and maintain their certification in cardiopulmonary resuscitation.
- F. There shall be an officer in charge at all times on each Ladder, Engine, Squad, and Rescue Truck.
- G. Each station shall have a House Captain assigned. Captains shall also be distributed on each platoon.
- H. All employees who are assigned to an administrative position:

Fire Prevention Division
Administrative Division
Mechanic Division⁵

⁵ In accordance with Article 1, § 1(A), the position of Mechanic will not be a bargaining-unit

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(C)

Training Division

Safety Division

Communications Division, or

any other applicable division, shall not be required to achieve or maintain their EMT Certification as a condition of employment. However, if for any reason an employee is removed or chooses to remove themselves from said division(s), the employee must acquire their EMT Certification, pursuant to Article 17, Section 1, Paragraph B.

I. All engines, aerial ladder apparatus, and ground ladders, either in service or reserve, shall be tested by a reputable testing firm at least once annually and in accordance with the latest National Fire Protection Association Standard 1500 beginning with the 1992 Edition, and any motor vehicle laws of the State of Rhode Island.

J. Employees of the Communications Division shall automatically fall into all relevant sections of this Agreement unless specifically referred to elsewhere.

There shall be a minimum of two (2) employees in the Communications Division, one of which shall be the Director of Communications.

Communications Division callback or overtime shall only be worked by those employees assigned to the Communications Division.

Employees in the Communications Division shall not be eligible to work callback or overtime as a Fire Fighter.

position after its current holder, William Vota, no longer holds that position.



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Uniformed employees in the Communications Division cannot be utilized as working Fire Fighters when on duty.

- K. Whenever out-of-town apparatus are relocated to stand by in any station, the Battalion Chief, in his discretion, may call back a fire fighter or officer as a fill-in to guide the out-of-town apparatus. These call backs shall be compensated in accordance with Article 6 of this Agreement.

ARTICLE 18

Child of a Fire Fighter Killed in the Line of Duty

The Fire Chief will prepare a regulation which will give preference for appointment to the fire department a child of any fire fighter who was killed in the line of duty, provided said child meets all physical and mental qualifications for appointment and passes any examination required of applicants.

ARTICLE 19

Section 1. Grievance Procedure

- A. A grievance shall mean a complaint by the Union or by the employee and the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this contract; or that a member of the Union has been treated unfairly or inequitable or discriminated against for any reason.
- B. Grievance shall be handled in the following manner: All grievances shall be submitted in writing on a special "Grievance Report" form, in duplicate, signed by the aggrieved employee and/or the Union President and filed with the Fire Chief.



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Step 1 A meeting shall be held between the aggrieved employee, the Fire Chief, and the Union President to resolve the grievance. The Fire Chief will arrange a meeting within three (3) working days from the time a grievance is received and shall give the Union his answer in writing within two (2) working days after such meeting. If the matter is not satisfactorily settled, then;

Step 2 A meeting shall be held between the aggrieved employee, the Public Safety Director, and a Grievance Committee consisting of not more than three (3) members of the Union. The Public Safety Director will arrange a meeting within ten (10) days after such meeting. If the matter is not satisfactorily settled then the matter may be referred to binding arbitration.

- C. A general grievance shall be specified as being a general grievance and shall be submitted in writing on the special "Grievance Report" form, in duplicate, signed by the President of the Union or his representative and filed with the Fire Chief. A general grievance shall be processed in the same manner as any other grievance.

Section 2. Arbitration

Within five (5) days from the expiration of the period set forth in the Section above, the Town and Union shall appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated by it as its representative, who shall meet and appoint a third disinterested person, who shall act as Chairman of the Board of Arbitrators. In the even that two (2) representatives cannot agree upon a third disinterested person within five (5) days

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then they shall request the assignment of an Arbitrator by the American Arbitration Association. The parties, however, may agree on a single Arbitrator to be selected from a list submitted by the American Arbitration Association in accordance with its rules.

- A. In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals shall be entitled to be represented by legal counsel of their own choosing.
- B. Any decision handed down by the majority of the Arbitration Board shall be final and binding upon the parties hereto.
- C. All costs and expenses of the impartial Arbitrator shall be equally shared by the parties hereto.

ARTICLE 20

Section 1. Chain of Command

The chain of command shall be as follows:

Director of Public Safety
Assistant Director of Public Safety
Fire Chief
Assistant Chief
Battalion Chief
Captain (by seniority)
Lieutenant (by seniority)
Fire Fighter (by seniority)

ARTICLE 21

Section 1. Standard Operating Procedure

The Fire Chief shall provide all employees with a copy of the Department Operations Manual (current edition).

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This book shall include the following:

1. Uniform regulations.
2. Fire Ground Operational Procedure.
3. Technical terms, such as language.
4. Response procedures, Fire and Rescue.
5. Fire Alarm Procedure, Radio Communication, etc.
6. Description of duties according to rank.
7. All other applicable items not mentioned.

ARTICLE 22

Section 1. Severability

If any provision of this Agreement is declared to be unconstitutional by the Supreme Court of the State of Rhode Island or by any Court of final jurisdiction, all other provisions of this Agreement shall remain in full force and effect. The Town hereby agrees not to pass any ordinances inconsistent with this Agreement.

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ARTICLE 23


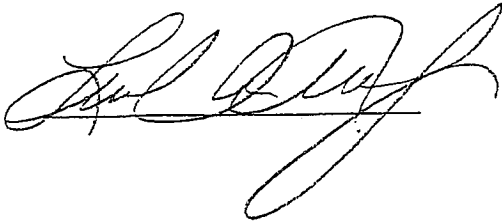
Section 1. Term of Agreement

This contract shall be for the term beginning on July 1, 2015 and ending on June 30, 2018.


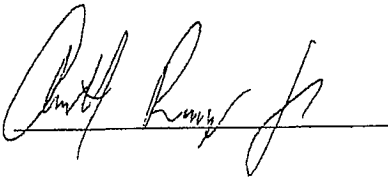
IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate original this 15 day of JULY, 2015.

WITNESS:

TOWN OF NORTH PROVIDENCE


Charles A. Lombardi, Mayor

LOCAL 2334 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO


John M. Laurie, President

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CONFIDENTIAL HEALTH CARE PROVIDER CERTIFICATE

I, _____, a health care provider duly licensed as a
(Name of Health Care Provider)

_____ to practice in the State of _____, do hereby
(Health Care Provider Licensure) (State Where Licensed)

certify to a reasonable degree of medical probability that:

1. I ___ examined ___ treated _____ on _____
(Check one or both) (Name of Patient/NPFD employee) (Date/Dates of Examination/Treatment)

2. The ___ illness ___ injury ___ condition ___ symptoms which I
(Check all that apply)
___ diagnosed ___ treated ___ did functionally impair _____
(Check one or both) (Name of Patient/NPFD employee)

from performing his/her regular duties and responsibilities as a _____
(Job Title or Position)

for the North Providence Fire Department from _____
(Beginning date of impairment) and continue through _____
(Ending date of Impairment)

3. I further certify and confirm that I have been provided with sufficient information of the
Regular tasks, duties, responsibilities and work schedule of:

(Name of Patient/NPFD employee)

4. _____ is fit for full and unrestricted duty unless specifically noted
below:

(Name of Patient/NPFD employee)

(Carefully list any and all restrictions, impairments or other limitations)

Name of Health Care Provider: _____
(Print Full Name)

Signature of Health Care Provider: _____ Date: _____

PLEASE RETURN THIS FORM TO THE CHIEF OF THE NORTH PROVIDENCE FIRE DEPARTMENT AT 1967 MINERAL
SPRING AVENUE, NORTH PROVIDENCE, RHODE ISLAND 02904,
OR BY FAXING TO 401-231-4867

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2000/4000 Deductible Plan

Understanding Your Benefits

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Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$2,000 per individual plan
\$4,000 per family plan in-network
- \$4,000 per individual plan
\$8,000 per family plan out of-network

Out-of-pocket Limits

The following is the maximum you would pay out-of-pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles and coinsurance):

- \$2,000 per individual plan
\$4,000 per family plan in-network
- \$12,000 per individual plan
\$24,000 per family plan out of-network

Please note

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
Preventive Care		
▪ Adult preventive care	\$0 per visit	40% per visit after deductible
▪ Child preventive care		
▪ Immunizations		
▪ Preventive lab, X-ray, and imaging		
Primary Care Office Visits		
▪ Adult primary care	0% per visit after deductible	40% per visit after deductible
▪ Adult gynecological exam		
▪ Pediatric primary care		
Specialist Office Visits		
▪ Specialty care	0% per visit after deductible	40% per visit after deductible
▪ Chiropractic (limit 12 visits per year)		
▪ Routine eye exam (limit 1 visit per year)		
Outpatient Services		
▪ Diagnostic lab, x-ray, and imaging	0% per visit after deductible	40% per visit after deductible
▪ Medical/surgical care		
▪ High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies		
Inpatient Services		
▪ Hospitalization	0% per visit after deductible	40% per visit after deductible
▪ Maternity		
▪ Mental Health		
▪ Chemical dependency		
▪ Rehabilitation (limit 45 days per year)		
Hospital Emergency Services	0% per visit after deductible	0% per visit after deductible
Urgent Care	0% per visit after deductible	0% per visit after deductible

Beyond Benefits

Sign in to your member page on BCBSRI.com and you will have useful plan and wellness information at your fingertips.

Access Your Benefits

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible and out-of-pocket maximum.
- Check out our cost and quality tools.
- Find the member handbook to learn what to expect from BCBSRI.

Health Topics & Discounts

- Read about thousands of health topics in the Health Center.
- Learn how you can get discounts on gym memberships, as well as free one-week trial memberships.
- Access our Blue365sm wellness information and discount program.

Need Help

Call Customer Service

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY/TDD (Telecommunication Device for the Deaf) Users should call 711

Hours

Monday – Friday 8:00 a.m. to 8:00 p.m. Eastern Time

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
Ambulance	0% per occurrence after deductible	0% per occurrence after deductible
▪ Ground		
▪ Air/Water	0% per occurrence after deductible	0% per occurrence after deductible
Durable Medical Equipment	0% per service/device after deductible	40% per service/device after deductible
Physical/Occupational Therapy (limit 30 visits per year)		
▪ Physical therapy	0% per visit after deductible	40% per visit after deductible
▪ Occupational therapy		
▪ Speech therapy		
Prescription Drugs	0% after deductible	Not covered

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MaryAnn DeAngelis
Town Clerk



**Blue Cross
Blue Shield**
of Rhode Island

www.bcsri.com

This is a summary of your BlueSolutions benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call the number located on the back of your BCBSRI ID card. If you have questions about receiving medical care, please call your doctor.

500 Exchange Street • Providence, RI 02903 2699
Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association